

**EXHIBIT 2**

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

IN RE CLASSMATES.COM	)	No. CV09-45RAJ
CONSOLIDATED LITIGATION	)	
	)	<b>[PROPOSED]</b>
	)	<b>ORDER PRELIMINARILY</b>
	)	<b>APPROVING REVISED CLASS</b>
	)	<b>ACTION SETTLEMENT,</b>
	)	<b>APPROVING FORM AND METHOD</b>
	)	<b>OF NOTICE OF PROPOSED</b>
	)	<b>SETTLEMENT, AND SCHEDULING</b>
	)	<b>FINAL FAIRNESS HEARING</b>

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This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Revised Class Action Settlement. The parties have agreed, subject to final approval by this Court following notice to the Settlement Class as defined below, to settle this action upon the terms and conditions set forth in the Revised Settlement Agreement. The Court has reviewed the Revised Class Action Settlement Agreement, as well as all files, records, and proceedings to date in this matter.

IT IS HEREBY ORDERED:

1. **Preliminary Approval of Proposed Revised Settlement.** The Revised Settlement Agreement is preliminarily approved as fair, reasonable and adequate. The Court

1 also finds that notice to members of the Settlement Class should be provided and a final fairness  
2 hearing on the Revised Settlement Agreement should be held as set forth in this Order.

3       2.     **Stay of Proceedings.** All proceedings in this action are hereby stayed and  
4 suspended until further order of the Court, except such actions as may be necessary to implement  
5 the Revised Settlement Agreement and this Order.  
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7       3.     **Class Findings.** Solely for the purpose of the Revised Settlement Agreement, the  
8 Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure, the  
9 United States Constitution, the Rules of the Court and any other applicable law have been met as  
10 to the Settlement Class defined below, in that:

11           (a)     The Court preliminarily finds for purposes of settlement only that, as required by  
12 FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records maintained by  
13 Defendants, and the members of the Settlement Class are so numerous that their joinder before  
14 the Court would be impracticable.  
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16           (b)     The Court preliminarily finds for purposes of settlement only that, as required by  
17 FED. R. CIV. P. 23(a)(2), there are one or more questions of fact and/or law common to the  
18 Settlement Class.  
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20           (c)     The Court preliminarily finds for purposes of settlement only that, as required by  
21 FED. R. CIV. P. 23(a)(3), the claims of the Plaintiffs are typical of the claims of the Settlement  
22 Class.  
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24           (d)     The Court preliminarily finds, for purposes of settlement only, as required by  
25 FED. R. CIV. P. 23(a)(4), that the Plaintiffs will fairly and adequately protect the interests of the  
26 Settlement Class in that: (i) the interests of the Plaintiffs and the nature of their alleged claims  
are consistent with those of the members of the Settlement Class, (ii) there appear to be no

conflicts between or among the Plaintiffs and the Settlement Class, and (iii) the Plaintiffs and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex consumer class actions.

(e) The Court finds for purposes of settlement only that, as required by FED. R. CIV. P. 23(b)(2), final injunctive relief or corresponding declaratory relief is appropriate respecting the Settlement Class as a whole.

(f) The Court finds for purposes of settlement only that, as required by FED. R. CIV. P. 23(b)(3), that questions of law or fact common to Settlement Class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

(g) The Court preliminarily finds for purposes of settlement only that, as required by FED. R. CIV. P. 23(g), Counsel for Plaintiffs (“Class Counsel”) are capable of fairly and adequately representing the interests of the Settlement Class, in that Class Counsel (i) have done appropriate work identifying or investigating potential claims in the action; (ii) are experienced in handling class actions; (iii) are knowledgeable of the applicable law; and (iv) have committed the necessary resources to represent the Settlement Class.

4. **Class Certification**. The Court, in conducting the settlement approval process as required by FED. R. CIV. P. 23, preliminarily certifies for purposes of settlement the following Settlement Class under FED. R. CIV. P. 23(b)(2) and 23(b)(3):

**“Settlement Class”**

All Persons residing in the United States who were registered with or subscribed to www.classmates.com at any time beginning on October 30, 2004 through February 23, 2011.

The following Persons are expressly excluded from the Settlement Class:

Defendants, all present or former officers and/or directors of Defendants, Class Counsel, the Judge of this Court, the Judge's family and staff, Defendants' counsel of record, and all Persons who make a timely and valid election to be excluded from the Settlement Class in accordance with the provisions of the Individual Notice to Settlement Class.

The Court appoints David Catapano and Anthony Michaels as representatives for the Settlement Class and Class Counsel as counsel for the Settlement Class.

4. **Schedule.** The Court approves the following schedule:

Event	Time for Compliance
Deadline for filing Plaintiffs' motion for attorneys' fees and costs & posting on Settlement Website	21 calendar days from the Court's entry of Preliminary Approval of the Settlement
Deadline for publishing notice	30 calendar days from the Court's entry of Preliminary Approval of the Settlement
Deadline for e-mailing individual notice to members of the Class ("Notice Date")	90 calendar days from the Court's entry of Preliminary Approval of the Settlement
Deadline for Opting Out of Class	30 calendar days from the Notice Date
Deadline for Objecting to Settlement	30 calendar days from the Notice Date
Deadline for Submitting Claim Form	30 calendar days from the Notice Date
Deadline for filing Plaintiffs' motion for final approval	20 calendar days prior to the Final Fairness Hearing
Final Fairness Hearing <sup>1</sup>	No earlier than August 31, 2011

5. **Final Approval Hearing.** A final approval hearing (the "Settlement Hearing" or "Final Hearing") shall be held before this Court on \_\_\_\_\_, 2011, at \_\_\_\_\_, to determine whether the Settlement Agreement is fair, reasonable and adequate and should be approved. The Settlement Hearing may be postponed, adjourned, or continued by order of the

<sup>1</sup> Pursuant to 28 U.S.C. § 1715, the date of the Final Fairness Hearing must be at least 90 days after the filing date of Plaintiffs' Motion for Preliminary Approval.

1 Court without further notice to the Settlement Class. After the Settlement Hearing, the Court  
2 may enter a Final Approval Order and Judgment that will fully and finally adjudicate the rights  
3 of the Settlement Class members and the named parties to this lawsuit.

4 6. **Notice.** No later than ninety (90) calendar days after the date of entry of this  
5 Order (the "Notice Date"), the Settlement Administrator shall have a copy of the Individual  
6 Notice to Settlement Class and Settlement Class Claim Form in substantially the same form as  
7 Exhibit A to the Revised Settlement Agreement sent or made available via electronic mail to all  
8 members of the Settlement Class. In addition, the Settlement Administrator shall provide  
9 publication notice to potential Settlement Class members by a *Wall Street Journal* newspaper  
10 classified advertisement no smaller than one-eighth of a page, and establish a website with  
11 settlement and claim administration information, within thirty (30) calendar days of the date of  
12 entry of this Order.  
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15 7. **Findings Concerning Notice.** The Court finds that electronic notice, together  
16 with the proposed form of published notice, is the best practicable notice under the  
17 circumstances and is as likely as any other form of notice to apprise potential Settlement Class  
18 members of the Settlement Agreement, and their rights to opt out and to object. The Court  
19 further finds that such notice is reasonable, that it constitutes adequate and sufficient notice to all  
20 persons entitled to receive notice, and that it meets the requirements of Due Process.  
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22 8. **Papers in Support of Settlement.** The parties to the Revised Settlement  
23 Agreement may file additional papers in support of the proposed settlement twenty (20) calendar  
24 days prior to the Final Hearing.

25 9. **Right to Exclude.** Any Settlement Class member may choose to be excluded  
26 from the Settlement Class, as the case may be, by signing and submitting to the Settlement

1 Administrator a Request For Exclusion postmarked no later than thirty (30) calendar days after  
 2 the Notice Date, as set forth more fully in the Notice to Settlement Class.

3       10.     **Objections and Appearances**

4               (a)     **Written Objections.** Any Settlement Class member may object to the  
 5 fairness, reasonableness or adequacy of the Settlement Agreement. Settlement Class members  
 6 may do so either on their own or through counsel hired at their own expense. Any Settlement  
 7 Class member who wishes to make a written objection to the Settlement Agreement must serve a  
 8 written statement of objection as set forth in the Notice along with any other supporting  
 9 materials, papers or briefs that he or she wishes the Court to consider postmarked no later than  
 10 thirty (30) calendar days after the Notice Date. The objection must be sent to the Clerk of the  
 11 Court **and** he or she must also serve such papers so as to be received by Class Counsel and  
 12 counsel for Defendants, as set forth below, no later than thirty (30) calendar days after the Notice  
 13 Date:  
 14

15  
 16               Mark A. Griffin  
 17               Amy Williams-Derry  
 18               Keller Rohrback L.L.P.  
 19               1201 Third Avenue, Suite 3200  
 20               Seattle, WA 98101-3052

21               **and to**

22               Stellman K. Keehnel  
 23               Russ Wuehler  
 24               DLA Piper LLP (US)  
 25               701 Fifth Avenue, Suite, 7000  
 26               Seattle, Washington 98104-7044

             (b)     **Appearance at Settlement Hearing.** Any Settlement Class member who  
 has served an objection may appear at the Settlement Hearing, either in person or through

1 counsel hired at the Settlement Class member's expense, and object to the fairness,  
2 reasonableness or adequacy of the Revised Settlement Agreement. Any Settlement Class  
3 member who chooses to be heard must send a written notice of intent to appear to the Clerk of  
4 the Court and on Class Counsel at the addresses listed above so as to be received no later than  
5 thirty (30) calendar days after the Notice Date.  
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7 11. **Effect of Failure to Finally Approve the Settlement Agreement.** If (i) the  
8 Court does not finally approve this Revised Settlement Agreement, (ii) the Court does not enter  
9 the Final Approval Order and Judgment dismissing the Consolidated Lawsuit with prejudice and  
10 without leave to amend, (iii) Defendants terminate the Settlement Agreement pursuant to Section  
11 16.4 of the Settlement Agreement, or (iv) the Settlement Agreement does not become final for  
12 any other reason, then:  
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14 (a) The Revised Settlement Agreement shall automatically become null and void and  
15 have no further force or effect, and all proceedings that have taken place with regard to this  
16 Revised Settlement Agreement and the settlement shall be without prejudice to the rights and  
17 contentions of the Parties hereto;

18 (b) The Revised Settlement Agreement, all of its provisions (including, without  
19 limitation, any provisions concerning class certification), and all negotiations, statements and  
20 proceedings relating to the Settlement Agreement shall be without prejudice to the rights of any  
21 of the Parties, each of whom shall be restored to their respective position as of December 18,  
22 2009;  
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24 (c) The Revised Settlement Agreement, any provision of the Revised Settlement  
25 Agreement (including, without limitation, the provisions concerning class certification), and the  
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1 fact of the Revised Settlement Agreement having been made, shall not be admissible or entered  
2 into evidence for any purpose whatsoever; and

3 (d) Any judgment or order entered in connection with the Revised Settlement  
4 Agreement, including, without limitation, any order certifying the Settlement Class will be  
5 vacated and will be without any force or effect.  
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7 IT IS SO ORDERED.

8 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.  
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11 \_\_\_\_\_  
12 The Honorable Richard A. Jones  
13 United States District Judge  
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